

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number RON BENDER (SBN 143364) TODD M. ARNOLD (SBN 221868) LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P. 10250 Constellation Blvd., Suite 1700 Los Angeles, California 90067 (310) 229-1234 F: (310) 229-1244	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re: LIFEMASTERS SUPPORTED SELF CARE, INC., a California corporation,  Debtor(s).	CASE NO.:  8:09-bk-19722-ES

### NOTICE OF SALE OF ESTATE PROPERTY

<b>Sale Date:</b> December 14, 2009 (Auction Date)	<b>Time:</b> 10:30 a.m.
<b>Location:</b> Levene, Neale, Bender, Rankin & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067	

Type of Sale: ☐ Public ☒ Private Last date to file objections:  
December 3, 2009

Description of Property to be Sold: Substantially all of the Debtor's assets. See attached notice of sale hearing.

\_\_\_\_\_

\_\_\_\_\_

Terms and Conditions of Sale: See attached notice of sale hearing.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Sale Price: \$1.75 million

Overbid Procedure (If Any): See attached attached notice of auction sale.

\_\_\_\_\_

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:  
December 17, 2009 at 10:30 a.m., Courtroom "5A", 411 West Fourth Street, Santa Ana, CA 92701  
Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Ron Bender  
LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.  
10250 Constellation Blvd., Suite 1700  
Los Angeles, California 90067  
Telephone: (310) 229-1234

Date: November 24, 2009

RON BENDER (SBN 143364)  
1 TODD M. ARNOLD (SBN 221868)  
JOHN-PATRICK M. FRITZ (SBN 245240)  
2 LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.  
10250 Constellation Boulevard, Suite 1700  
3 Los Angeles, California 90067  
Telephone: (310) 229-1234  
4 Facsimile: (310) 229-1244  
5 Email: rb@lnbrb.com, tma@lnbrb.com, jpf@lnbrb.com

6 Attorneys for Chapter 11 Debtor  
and Debtor in Possession

7 UNITED STATES BANKRUPTCY COURT  
8 CENTRAL DISTRICT OF CALIFORNIA  
9 (SANTA ANA DIVISION)

10 In re: ) Case No. 8:09-bk-19722-ES  
11 )  
LIFEMASTERS ) Chapter 11  
12 SUPPORTED )  
SELFCARE, INC., a California )  
13 corporation, )  
14 Debtor. ) NOTICE OF HEARING ON DEBTOR'S  
15 ) MOTION FOR AN ORDER: (1)  
16 ) APPROVING SALE OF SUBSTANTIALLY  
17 ) ALL OF THE DEBTOR'S ASSETS  
18 ) (EXCLUDING CASH AND ACCOUNTS  
19 ) RECEIVABLE) FREE AND CLEAR OF  
20 ) ALL LIENS, CLAIMS AND  
21 ) INTERESTS; (2) APPROVING OF  
22 ) DEBTOR'S ASSUMPTION AND  
23 ) ASSIGNMENT OF THE DEBTOR'S  
24 ) UNEXPIRED LEASES AND EXECUTORY  
25 ) CONTRACTS AND DETERMINING CURE  
26 ) AMOUNTS; AND (3) WAIVING THE  
27 ) 10-DAY STAY PERIODS SET FORTH  
28 ) IN BANKRUPTCY RULES 6004(h) AND  
6006(d)  
)  
) Court Scheduled Hearing:  
) Date: December 17, 2009  
) Time: 10:30 a.m.  
) Place: Courtroom "5A"  
) 411 West Fourth Street  
) Santa Ana, CA 92701  
)  
)  
)  
)

1       **PLEASE TAKE NOTICE** that, at the above-referenced date,  
2 time, and location, the Court will conduct a hearing on the  
3 motion (the "Motion") of LifeMasters Supported SelfCare, Inc.,  
4 the Chapter 11 debtor and debtor in possession herein (the  
5 "Debtor"), for entry of an order of the Court: (A) pursuant to  
6 11 U.S.C. § 363(f) approving the sale free and clear of all  
7 liens, claims and interests to Alere, LLC, an affiliate of  
8 Inverness Medical Innovations, Inc. ("Purchaser") or to the  
9 winning bidder at an auction sale to be conducted on December  
10 14, 2009, of substantially all of the Debtor's tangible and  
11 intangible assets designated for acquisition by Purchaser or the  
12 winning bidder (excluding the Debtor's cash and outstanding  
13 accounts receivable), comprising all of the Debtor's executory  
14 contracts and unexpired leases that Purchaser or the winning  
15 bidder elects to acquire (the "Assumed Contracts"), all of the  
16 Debtor's application systems and software necessary to support  
17 the Assumed Contracts (except for any application systems and  
18 software that Purchaser or the winning bidder elects not to  
19 take), all of the Debtor's intellectual property (except for any  
20 intellectual property that Purchaser or the winning bidder  
21 elects not to take), the Debtor's customer lists, sales pipeline  
22 lists and supplier lists and all of the Debtor's records (except  
23 for records which Purchaser or the winning bidder determines are  
24 not necessary for it to operate the business) (collectively, the  
25 "Acquired Assets"); and (B) pursuant to 11 U.S.C. § 365, (i)  
26 authorizing the Debtor to assume the Assumed Contracts and to  
27 assign its rights thereunder to Purchaser or the winning bidder

28

1 and (ii) establishing the cure amounts, if any, payable under  
2 such Assumed Contracts.

3 Exhibit "2" to the concurrently filed Declaration of George  
4 D. Pillari (the "Pillari Declaration") lists all contracts that  
5 may be Assumed Contracts that are assumed and assigned to the  
6 Purchaser or the winning bidder at the auction in connection  
7 with the sale (the "Designated Contracts"). In connection with  
8 the Debtor's assumption and assignment to Purchaser of any of  
9 the Designated Contracts, Purchaser shall be deemed to have  
10 assumed any on-going liabilities and obligations in connection  
11 with all Designated Contracts that are Assumed Contracts, and  
12 the Debtor will be responsible for the payment of all cure costs  
13 (the "Cure Costs") identified on Exhibit "2" to the Pillari  
14 Declaration, except that Purchaser shall be responsible for the  
15 payment of any such cure costs identified on Exhibit "2" to the  
16 Pillari Declaration associated with any unexpired leases of non-  
17 residential real property which are part of the Designated  
18 Contracts and that are assumed and assigned to Purchaser at  
19 Closing (the "Lease Costs").

20 For those Designated Contracts that contain performance  
21 commitments or guarantees by the Debtor, including, without  
22 limitation, performance commitments or guarantees relating to  
23 return on investment, clinical or administrative/operational  
24 performance (collectively, "Performance Guarantees"), Purchaser  
25 will only be liable for any credits, refunds or penalties  
26 assessed or expected against the Debtor under such contracts  
27 that become Assumed Contracts with respect to Performance  
28 Guarantees (collectively, "Performance Guarantee Penalties")

1 which have not yet been paid or credited for prior periods or  
2 for the measurement period in effect as of November 2, 2009  
3 ("Unpaid Performance Guarantee Payments"). To avoid any doubt,  
4 and assuming no additional contracts are added by Purchaser to  
5 the list of Designated Contracts set forth on Annex 6.7(d) to  
6 the Asset Purchase Agreement (the "APA"), a copy of which is  
7 attached to the Pillari Declaration as Exhibit "3," other than  
8 the contract with Preferred One, the only Unpaid Performance  
9 Guarantee Payments for measurement periods that have ended but  
10 for which the Performance Guarantees have not yet been paid or  
11 credited and for which Purchaser shall be liable are Performance  
12 Guarantee Penalties that may be owing for the performance year  
13 which ended on October 31, 2009 with respect to the agreements  
14 with (1) Building Service 32BJ Health Fund and (2) Preferred  
15 One, and only if such agreements remain on the list of  
16 Designated Contracts that become Assumed Contracts at Closing.  
17 Annex 6.7 to the APA, a copy of which is attached to the Pillari  
18 Declaration as Exhibit "3," sets forth the Debtor's estimated  
19 maximum amount of Unpaid Performance Guarantee Payments payable  
20 to any non-Debtor parties under the Designated Contracts  
21 pursuant to Section 365(b)(1) of the Bankruptcy Code, and the  
22 non-Debtor parties to such Designated Contracts shall not have  
23 any claims against the Debtor or Purchaser in respect of any  
24 Performance Guarantee Penalties in excess of the Unpaid  
25 Performance Guarantee Payments set forth on Annex 6.7 to the  
26 APA.

27 The Debtor commenced its bankruptcy case by filing a  
28 voluntary petition under Chapter 11 of 11 U.S.C. § 101 et seq.

1 (the "Bankruptcy Code") on September 14, 2009 (the "Petition  
2 Date"). The Debtor continues to operate its business, manage  
3 its financial affairs, and operate its bankruptcy estate as a  
4 debtor in possession pursuant to sections 1107 and 1108 of the  
5 Bankruptcy Code.

6 The Debtor is a national disease management company whose  
7 mission is to help its many thousands of participants achieve  
8 and maintain optimal health by closing the gaps in medical care  
9 and encourage the adoption of healthy lifestyles. With more  
10 than a decade of experience, the Debtor is an expert at  
11 delivering disease management services to individuals with  
12 chronic diseases such as diabetes, cardiovascular disease,  
13 respiratory disease, musculoskeletal conditions and their co-  
14 morbidities.

15 The Debtor's health professionals coach and educate  
16 participants over the phone, teach them how to monitor their  
17 vital signs and symptoms, and ultimately take more  
18 responsibility for their health. The Debtor involves the  
19 participant's physicians by providing them with relevant medical  
20 information between office visits to prevent unnecessary  
21 complications. This often results in participants establishing  
22 a better relationship with their physicians and can help them  
23 avoid unnecessary hospitalizations and emergency room visits,  
24 reducing total costs to payors.

25 As set forth more fully below, the Debtor has concluded  
26 that proceeding with an expedited sale of the Acquired Assets  
27 for the highest price possible is in the best interests of this  
28 estate and is the optimal option available to the Debtor. The

1 Debtor's business has been broadly and thoroughly marketed for  
2 sale by a highly skilled professional organization known as  
3 Alvarez & Marsal Healthcare Industry Group, LLC ("A&M"), which  
4 has broad experience managing a sale process. A&M has had  
5 extensive discussions and negotiations with a number of  
6 prospective buyers, many of whom have already conducted and are  
7 continuing to conduct due diligence of the Debtor.

8 At a hearing held on November 17, 2009, the Court approved  
9 the stalking horse bid submitted by Purchaser, and related bid  
10 protections and auction sale procedures. The Debtor signed its  
11 APA with Purchaser on November 2, 2009, and the parties executed  
12 an amendments to the APA on November 11 and 24, 2009. (The Asset  
13 Purchase Agreement and the November 11 and 24, 2009 amendments  
14 are referred to collectively herein as the "APA".) Purchaser  
15 offered to purchase the Acquired Assets for a cash purchase  
16 price of \$1.75 million.

17 A copy of the APA is attached as Exhibit "1" to the Pillari  
18 Declaration. The APA was negotiated between the Debtor and  
19 Purchaser in good faith, arms-length negotiations, including  
20 exchanges of multiple drafts of asset purchase agreements  
21 between the Debtor and Purchaser (as well as concurrent  
22 exchanges of drafts of asset purchase agreements with another  
23 very interested buyer). After numerous rounds of concurrent  
24 negotiations with both potential buyers (as well as oral  
25 conversations with numerous other prospective buyers), the  
26 Debtor determined in the exercise of its sound business judgment  
27 that the \$1.75 million cash proposal made by Purchaser in the  
28 APA was the best available offer for the Acquired Assets that

1 the Debtor had received, and concluded that Purchaser's offer  
2 established a reasonable and viable floor for an auction sale of  
3 the Acquired Assets.

4 In accordance with the procedures the Court approved at a  
5 hearing on November 17, 2009, an auction sale for the Acquired  
6 Assets will take place on December 14, 2009. The Debtor will  
7 file the results of the auction sale with the Court on December  
8 15, 2009. At the hearing on the Motion to be held on December  
9 17, 2009, at 10:30 a.m., the Debtor will request the Court to  
10 approve the sale of the Acquired Assets to Purchaser in  
11 accordance with the APA or to a successful overbidder resulting  
12 from the December 14, 2009 auction.

13 The Debtor does not have any secured debt, and, as of  
14 October 31, 2009, the Debtor has approximately \$7,384,000 of  
15 cash and approximately \$4,443,000 of outstanding accounts  
16 receivable. The sale of the Acquired Assets is expected to net  
17 (after taking into account the fact that the Debtor is retaining  
18 all of its cash and accounts receivable) between \$8-\$10 million  
19 for the Debtor's estate. Following the closing of the sale, the  
20 Debtor will be in a position to propose a liquidating plan  
21 providing for the distribution of the proceeds from the sale of  
22 the Acquired Assets, coupled with the Debtor's cash and  
23 collections from outstanding accounts receivable, to the  
24 Debtor's administrative, priority and general unsecured  
25 creditors in accordance with their respective priorities under  
26 the Bankruptcy Code.

27 For all of the reasons set forth in the Motion and the  
28 Memorandum of Points and Authorities annexed to the Motion and



1 in the Pillari Declaration, the Debtor believes that selling the  
2 Acquired Assets to Purchaser in accordance with the terms of the  
3 APA or to a successful overbidder (in the event of a successful  
4 overbid made at the auction) free and clear of all liens, claims  
5 and interests is in the best interests of this estate.

6 Specifically, by way of the Motion, the Debtor requests  
7 that the Court:

8 1. approve the sale of the Acquired Assets to Purchaser  
9 in accordance with the terms of the APA and the Motion (or to a  
10 successful overbidder) free and clear of all liens, claims and  
11 interests;

12 2. find that Purchaser (or a successful overbidder) is a  
13 good faith buyer entitled to all of the protections afforded by  
14 Section 363(m) of the Bankruptcy Code;

15 3. approve (effective as of the date of the closing of  
16 the sale) the Debtor's assumption and assignment to Purchaser  
17 (or to a successful overbidder) of all of the Debtor's unexpired  
18 leases and executory contracts which Purchaser (or a successful  
19 overbidder) desires to acquire;

20 4. find that the cure amounts which must be paid in  
21 connection with the Debtor's assumption and assignment of any of  
22 its unexpired leases and executory contracts are as set forth in  
23 exhibit "2" to the Pillari Declaration and that adequate  
24 assurance of future performance has been demonstrated, and order  
25 that any party that fails to file a timely objection to this  
26 Motion shall be deemed to have consented to the Debtor's  
27 proposed cure amount and be forever barred from challenging the  
28 Debtor's proposed cure amount or from asserting any claims on

1 account of cure costs against Purchaser or the winning bidder in  
2 respect of any Designated Contract;

3 5. waive the 10-day stay periods set forth in Bankruptcy  
4 Rules 6004(h) and 6006(d);

5 6. enter an order in a form substantially in conformity  
6 with the version of the proposed order attached as Exhibit "3"  
7 to the Motion; and

8 7. grant such other and further relief as the Court deems  
9 just and proper.

10 **PLEASE TAKE FURTHER NOTICE** that any opposition to the  
11 Motion must be filed with the Court and served upon counsel to  
12 the Debtor by no later than December 3, 2009.

13 **PLEASE TAKE FURTHER NOTICE** that the Court may deem the  
14 failure of any party in interest to assert a timely opposition  
15 to the Motion to constitute consent to the relief requested by  
16 the Debtor in the Motion.

17 Dated: November 24, 2009

LIFEMASTERS SUPPORTED SELF CARE,  
INC.

/s/ Ron Bender

RON BENDER

TODD M. ARNOLD

JOHN-PATRICK M. FRITZ

LEVENE, NEALE, BENDER, RANKIN  
& BRILL L.L.P.

Attorneys for Chapter 11

Debtor and Debtor in Possession

1 RON BENDER (SBN 143364)  
2 TODD M. ARNOLD (SBN 221868)  
3 JOHN-PATRICK M. FRITZ (SBN 245240)  
4 LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.  
5 10250 Constellation Boulevard, Suite 1700  
6 Los Angeles, California 90067  
7 Telephone: (310) 229-1234  
8 Facsimile: (310) 229-1244  
9 Email: rb@lnbrb.com, tma@lnbrb.com, jpf@lnbrb.com

10 Attorneys for Chapter 11 Debtor  
11 and Debtor in Possession

12 UNITED STATES BANKRUPTCY COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 (SANTA ANA DIVISION)

15 In re: ) Case No. 8:09-bk-19722-ES  
16 )  
17 LIFEMASTERS SUPPORTED ) Chapter 11  
18 SELFCARE, INC., a California )  
19 corporation, )  
20 )  
21 ) NOTICE OF AUCTION SALE OF THE  
22 ) DEBTOR'S ASSETS AND OPPORTUNITY  
23 Debtor. ) TO OVERBID  
24 )  
25 )  
26 )  
27 )  
28 )

29 Auctions Sale:

30 Date: December 14, 2009  
31 Time: 10:30 a.m.  
32 Place: Law Offices of LNBRB  
33 10250 Constellation  
34 Blvd., Suite 1700  
35 Los Angeles, CA 90067

1 PLEASE TAKE NOTICE that pursuant to an order of the  
2 Bankruptcy Court, an auction sale (the "Auction Sale") for  
3 substantially all of the tangible and intangible assets  
4 (excluding cash and accounts receivable), leasehold interests  
5 and contract rights owned by LifeMasters Supported SelfCare,  
6 Inc., the Chapter 11 debtor and debtor in possession herein (the  
7 "Debtor"), will be held on December 14, 2009, commencing at  
8 10:30 a.m. at the law offices of Levene, Neale, Bender, Rankin &  
9 Brill L.L.P. ("LNBRB") located at 10250 Constellation Blvd.,  
10 Suite 1700, Los Angeles, California 90067.  
11

12 The assets to be sold at the Auction Sale free and clear of  
13 all liens, claims and interests (defined as the "Acquired  
14 Assets") consist of the Debtor's executory contracts and  
15 unexpired leases that the winning bidder at the Auction Sale  
16 elects to acquire (the "Assumed Contracts"); all of the Debtor's  
17 application systems and software necessary to support the  
18 Assumed Contracts; all of the Debtor's intellectual property  
19 (except for any intellectual property that the winning bidder  
20 elects not to take); the Debtor's customer lists, sales pipeline  
21 lists and supplier lists and all of the Debtor's records (except  
22 for records which the winning bidder determines are not  
23 necessary for it to operate the business).  
24

25 PLEASE TAKE FURTHER NOTICE that pursuant to an order of the  
26 Bankruptcy Court, Alere, LLC ("Purchaser"), has been approved as  
27  
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1 the stalking horse bidder with a cash purchase price of \$1.75  
2 million for the Acquired Assets.

3 In order to be eligible to participate in and to bid at the  
4 Auction Sale, by 5:00 p.m. PST on Thursday, December 10, 2009  
5 (the "Bid Deadline"), prospective overbidders must: (A) deliver  
6 to George D. Pillari of Alvarez & Marsal Healthcare Industry  
7 Group, LLC ("A&M") and to Ron Bender, Esq. of LNBRB the  
8 following: (i) a redlined version of the asset purchase  
9 agreement entered into between the Debtor and Purchaser (the  
10 "APA") indicating any changes the prospective overbidder wishes  
11 to make to the APA; (ii) a schedule of all of the Debtor's  
12 executory contracts and unexpired leases that the prospective  
13 overbidder wants to have assigned to it and evidence of the  
14 prospective overbidder's financial ability to satisfy the  
15 "adequate assurance of future performance" requirements of 11  
16 U.S.C. § 365(b)(1)(C) with respect to all such executory  
17 contracts and unexpired leases; (iii) a bid that meets the  
18 standards of a Qualified Overbid (as defined below) and (iv)  
19 evidence of the prospective overbidder's financial ability to  
20 pay the minimum overbid required below to consummate its  
21 purchase of the Acquired Assets; and (B) deliver the sum of  
22 \$100,000 in immediately available funds to LNBRB to serve as a  
23 deposit. Any prospective overbidder who satisfies all of the  
24 requirements set forth in this paragraph will be deemed by A&M  
25 to constitute a "Qualified Overbidder."  
26  
27  
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1 The initial bid at the Auction Sale will be the offer made  
2 by Purchaser in the APA. If there are no Qualified Overbidders  
3 or if no Qualified Overbidder submits a Qualifying Overbid by  
4 the Bid Deadline, Purchaser's bid as contained in the APA will  
5 be deemed to be the winning bid and the Auction Sale will be  
6 cancelled. In order to constitute a "Qualified Overbid," the  
7 initial overbid from a Qualified Overbidder must: (i) be in all  
8 cash; (ii) be no less than \$1,850,000; (iii) be irrevocable  
9 until the closing of the sale; (iv) be accompanied by a deposit  
10 of \$100,000; (v) demonstrate to the Debtor's reasonable  
11 satisfaction that the bidder is financially able to consummate  
12 the transaction contemplated by such bid; and (vi) contain terms  
13 and conditions that, in the aggregate, are not materially more  
14 burdensome to the Debtor than the terms and conditions contained  
15 in the APA. If at least one Qualified Overbid is submitted,  
16 then Purchaser and all Qualified Overbidders will be entitled to  
17 participate in the Auction Sale, with minimum subsequent bid  
18 increments (beyond the initial overbid) of \$75,000.

20 If the Court fails to approve the Debtor's sale of the  
21 Acquired Assets to Purchaser and instead approves a sale of all  
22 or a significant portion of the Acquired Assets to a person or  
23 entity other than Purchaser, the Debtor will be required to pay  
24 to Purchaser a break-up fee of \$60,000, immediately upon  
25 consummation of a transaction with such other person or entity.  
26  
27  
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1       Following the conclusion of the Auction Sale, LNBRB will  
2 promptly return the \$100,000 deposits to all qualified bidders  
3 except for the winning bidder. The \$100,000 deposit of the  
4 winning bidder will constitute a non-refundable deposit.

5       The Auction Sale will continue until the Debtor announces  
6 that no further and higher bids have been received. The results  
7 of the Auction Sale will be final, and no party will be entitled  
8 to make another bid for the Acquired Assets following the  
9 conclusion of the Auction Sale. The Debtor will file the  
10 results of the Auction Sale with the Court by Tuesday, December  
11 15, 2009.

12       The hearing for the Court to approve the Debtor's sale of  
13 the Acquired Assets to the winning bidder at the Auction Sale  
14 will be held at the Court on December 17, 2009, at 10:30 a.m.

15       The form of APA used by Purchaser can be obtained by making  
16 a written request to Steven Kraus of A&M whose email address is  
17 as follows: skraus@alvarezandmarsal.com. Any prospective  
18 overbidder is required to use the identical form of asset  
19 purchase agreement as the APA, or deliver to Mr. Pillari of A&M  
20 (whose email address is gpillari@alvarezandmarsal.com) and to  
21 Ron Bender, Esq. of LNBRB (whose contact information is set  
22 forth in upper, left-hand corner of the first page of this  
23 Notice) a red-lined version of a proposed asset purchase  
24

25       ///

26       ///

27

28

1 agreement which identifies the changes proposed by the  
2 prospective overbidder.

3 Dated: November 24, 2009

LIFEMASTERS SUPPORTED SELF CARE,  
INC.

4

/s/ Ron Bender

5

RON BENDER

6

TODD M. ARNOLD

7

JOHN-PATRICK M. FRITZ

8

LEVENE, NEALE, BENDER, RANKIN  
& BRILL L.L.P.

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Attorneys for Chapter 11

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Debtor and Debtor in Possession

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In re:  
LIFEMASTERS SUPPORTED SELF CARE, INC.

Debtor(s).

CHAPTER 11

CASE NUMBER 8:09-bk-19722-ES

**NOTE:** When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067.

A true and correct copy of the foregoing documents described as

### NOTICE OF SALE OF ESTATE PROPERTY

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On November 24, 2009, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- Todd M Arnold tma@lnbrb.com
- Catherine E Bauer Catherine.Bauer@usdoj.gov
- Ron Bender rb@lnbrb.com
- Eugene Chang echang@steinlubin.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Gerald P Kennedy gpk@procopio.com
- Leib M Lerner leib.lerner@alston.com
- Julie E Oelsner joelsner@weintraub.com
- James R Selth jim@wsrlaw.net
- Matthew J Troy matthew.troy@usdoj.gov
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- Marc J Winthrop pj@winthropicouchot.com

☐ Service information continued on attached page

### II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served):

On November 24, 2009, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

#### Service by Overnight Mail

The Hon. Erithe A. Smith  
United States Bankruptcy Court  
411 West Fourth Street  
Santa Ana, CA 92701

☐ Service information continued on attached page

In re: LIFEMASTERS SUPPORTED SELF CARE, INC.	Debtor(s).	CHAPTER 11 CASE NUMBER 8:09-bk-19722-ES
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**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_, 2009 I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 24, 2009  
Date

Lourdes Cruz  
Type Name

/s/ Lourdes Cruz  
Signature